

Honorable Brian A. Tsuchida

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

DEBORAH GILES,
P.O. Box 31
Black Diamond
Enumclaw, WA 98022

Plaintiff,

v.

MERCHANTS CREDIT CORPORATION,
c/o David W. Quigley, a registered agent
2245 152nd Avenue NE
Redmond, WA 98008

Defendant.

No. 2:09-CV-00951-BAT

ANSWER AND AFFIRMATIVE
DEFENSES

In response to the Complaint filed herein, the Defendant responds as follows:

I.

ANSWER AND AFFIRMATIVE DEFENSES - 1
CASE NO. C-09-0951 BAT

Luke, Casteel & Olsen, PSC
3400 188th Street SW, Suite 484
Lynnwood, WA 98037
425-744-0411
425-771-3490 (Facsimile)

ANSWER

Answering Paragraph 1, the Defendant denies any conduct giving rise to FDCPA violations, admits this court has jurisdiction to determine the merits of the allegations and to dismiss when appropriate.

Answering Paragraph 2, the Defendant admits.

Answering Paragraph 3, the Defendant admits.

Answering Paragraph 4, the Defendant admits.

Answering Paragraph 5, the Defendant admits.

Answering Paragraph 6, the Defendant admits.

Answering Paragraph 7, the Defendant admits.

Answering Paragraph 8, the Defendant denies as to lack of information regarding the "claim", admits that this suit was filed within 12 months of September 2008.

Answering Paragraph 9, the Defendant admits.

Answering Paragraph 10, the Defendant denies.

Answering Paragraph 11, the Defendant admits.

Answering Paragraph 12, the Defendant admits.

Answering Paragraph 13, the Defendant denies.

Answering Paragraph 14, the Defendant denies.

1 Answering Paragraph 15, the Defendant denies.

2 Answering Paragraph 16, the Defendant denies.

3 Answering Paragraph 17, the Defendant admits and denies as previously set forth.

4 Answering Paragraph 18, the Defendant denies.

5 Answering Paragraph 19, the Defendant admits and denies as previously set forth.

6 Answering Paragraph 20, the Defendant denies.

7 Answering Paragraph 21, the Defendant admits and denies as previously set forth.

8 Answering Paragraph 22, the Defendant denies.

9 Answering Paragraph 23, the Defendant admits and denies as previously set forth.

10 Answering Paragraph 24, the Defendant denies.

11 Answering Paragraph 25, the Defendant admits and denies as previously set forth.

12 Answering Paragraph 26, the Defendant denies.

13 Answering Paragraph 27, the Defendant admits and denies as previously set forth.

14 Answering Paragraph 28, the Defendant denies.

15 Answering Paragraph 29, the Defendant denies as part of denial for prayer for relief.

16 II.

17 AFFIRMATIVE DEFENSES AND SET-OFFS

18 2.1 Contributory Negligence.

2.2 Failure to Mitigate Damages.

2.3 Set-offs against any and all amounts owing to Defendant.

WHEREFORE, having answered Plaintiff's Complaint, Defendant prays for the following relief:

1. The Complaint of the Plaintiff be dismissed with prejudice;
2. Judgment be entered for any and all amounts owed by Plaintiff to Defendant.
3. Reasonable costs and attorneys' fees incurred in the defense of this suit be reimbursed; and
4. For such other and further relief as the Court may deem just.

DATED this 25th day of September, 2009.

LUKE, CASTEEL & OLSEN, PSC

/s/ Kimberlee Walker Olsen
Kimberlee Walker Olsen, WSBA #28773
Attorney for Defendants
kolsen@lukecasteel.com

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ANSWER AND AFFIRMATIVE DEFENSES - 4
CASE NO. C-09-0951 BAT

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